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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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AT&T Corporation; Allegiance Telecom, )  
Inc.; BellSouth Corporation; DeltaCom, )  
Inc.; GTE Service Corporation; GST )  
Telecom of California, Inc.; MediaOne, Inc.; )  
NextLink California, LLC; Pacific Bell; )  
Sprint Local Telephone Companies; Teleport )  
Communications Group; US West )  
Communications, Inc.; WorldCom, Inc. )  
)  
Petitions for Waiver of the Number )  
Portability Implementation Schedule in )  
the Southeast, West Coast and Western )  
Number Portability Administration )  
Center (NPAC) Regions )

NSD File Nos.: L-98-20; L-98-21;  
L-98-22; L-98-23; L-98-24; L-98-25;  
L-98-26; L-98-27; L-98-28; L-98-29;  
L-98-30; L-98-31; L-98-32

CC Docket No. 95-116

To: Chief, Common Carrier Bureau

REPLY

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## SUMMARY

Only two of the five carriers who have filed for Phase I extensions in the Southeastern Region oppose BellSouth's Petition, on the grounds that BellSouth is requesting too much time to undertake software development required as a result of the substitution of an NPAC SMS that was to have been provided by Perot Systems and Nortel on an IBM platform with an NPA SMS to be provided by Lockheed Martin and ESI on a Stratus platform. One other carrier opposes BellSouth, but that carrier has not filed for LNP extensions for Phase I and Phase II and therefore would not appear to be impacted by a delay in regional implementation.

BellSouth explains herein that it was legally obligated, until February 10, 1998, to implement LNP within the Southeast Region by building to the interface specifications provided by Perot Systems pursuant to a scope of work approved by the Southeast LLC. Because the source codes written by Nortel or Perot and by ESI for Lockheed are different, and because BellSouth did not rely on an outside vendor who concurrently developed software to interface with Lockheed Martin, BellSouth does not have backward executable software modifications at hand like other carriers, including those that oppose BellSouth's petition. Rather, BellSouth must undertake an intensive effort to develop new coding within its LNP Gateway SMS and its AIN SMS to interface with Lockheed Martin. This process is well underway and the initial steps are, as of this reply, completed or on track for completion as set forth in BellSouth's Petition.

BellSouth explains herein that had Perot delivered an NPAC SMS within the times requested by the Southeast LLC BellSouth would have been able to implement LNP pursuant to the Commission's schedule. The delay requested by BellSouth is occasioned solely by the failure of Perot to provide the NPAC SMS database. The new database is not a mere late delivery, but the substitution of a substantially different product from BellSouth's perspective.

The delay requested by BellSouth is reasonable in light of both BellSouth's special circumstances and the authority delegated by the Commission to the Common Carrier Bureau to provide the relief warranted in cases such as this.

BellSouth has not interposed its Petition for the purpose of delaying competition or for any other untoward motive. Rather, it has submitted its petition to assure the orderly deployment of LNP within its vast network. To this end, the Commission must reject attempts to force the implementation of LNP as rapidly as is advocated by the opponents to BellSouth's petition. As shown in its Petition, its Comments, and its Reply filed herein, BellSouth has submitted a timely request for extension that complies with the special procedures established by the Commission to obtain a limited waiver of the LNP implementation schedule, has established good cause under the Commission's general standard for granting waivers of any of its rules, and has rebutted the superficial analysis and vitriolic rhetoric of its opponents.

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To: Chief, Common Carrier Bureau

**REPLY**

BellSouth Corporation, on behalf of itself and each of its affiliated companies, appearing through undersigned counsel, replies to the comments filed by AT&T, MCI and WorldCom in opposition to BellSouth's Petition to Extend Time For Implementation (NSD File No. L-98-27) filed in this proceeding on March 12, 1998.

**INTRODUCTION**

Different software programmers program software differently. Creativity, innovation and ingenuity distinguish the best software programmers. Given a single technical standard to attain, different software programmers may, and often do, create source codes unique to their own programming processes and solutions. Such circumstances are the very factual basis of BellSouth's Petition.

In the case of the national effort to implement a long-term database method of number portability (LNP) pursuant to the Commission's requirements, there was established a system of regional Number Portability Administration Center (NPAC) Service Management Systems (SMS) databases. Two commercial vendors emerged to provide the hardware and software platforms for the regional NPAC SMS databases. Lockheed Martin was selected by regional NPAC limited liability companies (LLCs) in the Northeast, Mid-Atlantic, Southwest, and Midwest NPAC regions. Perot Systems was selected by LLCs in the Southeast, Western and West Coast NPAC regions. Perot Systems' software platform development responsibilities were subcontracted to Nortel; the hardware platform was to be provided by IBM. Lockheed Martin's software development was subcontracted to ESI, while the hardware platform is being provided by Stratus.

Thus, as of February 9, 1998, there were two different NPAC SMS vendors providing two different NPAC SMS platforms through two different software development subcontractors using two different hardware vendors. On top of this, as of February 9, 1998, the software developers subcontracted by one NPAC SMS vendor, Lockheed Martin, had written source code for an NPAC SMS reflecting NANC version 1.8 LNP functionality, while the software developers subcontracted by Perot Systems had written separate, unique source code for an NPAC SMS operating at NANC version 1.1 LNP functionality. It was the responsibility for each carrier obligated to provide LNP pursuant to the Commission's rules to acquire the software that would allow its own SMS to interoperate with the software and hardware platform being provided by the NPAC SMS vendor for the region in which it operated or intended to operate.

BellSouth began preparing its network to implement LNP in the third quarter of 1996, shortly after the effective date of the Commission's *Telephone Number Portability Order*. At

that time, there were no products on the market for purchase that would provide BellSouth with the interface to the NPAC SMS that would be developed for the Southeast Region. BellSouth had between 40 and 50 operations support systems (OSS) that needed to interface with the NPAC SMS, in addition to the interoperability requirements of its local SMS. BellSouth had already developed a "gateway" linking certain OSS with BellSouth's interexchange carrier (IXC) customers in a different context. In light of the lack of availability of a commercial NPAC SMS interface product and the existence of a previously developed OSS Gateway architecture developed internally that could serve as a model for an LNP Gateway between the NPAC SMS and the 40 to 50 affected BellSouth OSS, BellSouth began developing its own LNP Local Service Management System (NPSMS), the LNP Gateway SMS to timely support the Commission's LNP implementation requirements without reliance on the availability of any commercial product or any outside vendors.

BellSouth developed its LNP Gateway SMS pursuant to a Scope of Work (SOW) provided by Perot Systems, which had been selected as Local Number Portability Administrator (LNPA) for the NPAC Region by the Southeast Region Number Portability Administration Company, L.L.C. (Southeast LLC). Over a period of many months BellSouth's development team met with Perot's code writers to make certain that BellSouth's AIN systems would interface with the NPAC SMS that was to be provided by Perot Systems. BellSouth built all of its AIN systems to interoperate with the Perot NPAC SMS to implement LNP pursuant to the Commission's implementation schedule for Phase I and Phase II MSAs. Meanwhile, in other, non-Perot NPAC regions, Lockheed Martin software developers were creating a different set of source codes for a different platform, and carriers in those regions were working just as closely with Lockheed to attain interoperability with the Lockheed Martin NPAC SMS.

Ultimately, there was a complete failure on the part of Perot Systems to provide a stable hardware and software NPAC SMS platform to the Southeast LLC. On February 10, 1998, the Southeast LLC terminated its contract with Perot Systems as LNPA of the Southeast NPAC Region. On February 13, 1998, the Southeast LLC entered into a contract with Lockheed Martin to be the new LNPA for the Southeast NPAC region. This substitution of vendors, who have written two different source codes for two different hardware and software platforms, has significant and unique impacts upon BellSouth. While there is consensus among carriers that it is impossible to implement a long term database method of number portability pursuant to a system of regional databases without the regional database, there is disagreement over BellSouth's request to be allowed sufficient time to undertake the necessary software modifications to the LNP Gateway SMS and AIN SMS to interface with the new, substituted Lockheed Martin hardware and software platform.

The three commenters who oppose BellSouth's petition are each members of the Southeast LLC. Only AT&T and WorldCom apparently seek to enter local exchange markets in Phase I and Phase II metropolitan statistical areas (MSAs) in the Southeast NPAC region in the relevant future, and are, therefore, the only carriers arguably impacted by any delay in LNP implementation.<sup>1</sup> AT&T, MCI and WorldCom each have a preexisting obligation to implement

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<sup>1</sup> AT&T Comments at 4. Thus, only two of the five carriers filing for waivers in the Southeast NPAC region oppose BellSouth's Petition. All other opposing carriers are of, course, incumbent interexchange carriers (IXCs) and BellSouth's most vociferous and vocal opponents to BellSouth's efforts to compete with them in the interexchange market. AT&T requested a waiver for Phase I on March 2 and for Phase II on March 16. WorldCom filed a general waiver request for Phase I and Phase II MSAs in former Perot Regions, but attached none of the data in support of its request as required under the Commission's Rules. 47 C.F.R. § 52.23(e). See AT&T Comments at 3. Although procedurally deficient, BellSouth does not oppose WorldCom's request because delays caused by the unavailability of the NPAC/SMS are not (Continued...)



LNP in other NPAC regions in which Lockheed was the original LNPA and has already supplied an NPAC SMS database, a version of which will be supplied to the Southeast LLC on May 11. BellSouth has no such concurrent obligation, but must modify its LNP Gateway SMS and AIN SMS to interface with new code developed by Lockheed Martin.

The oppositions purport to raise concerns about the differences between BellSouth's extension request and those of other ILECs. These differences have been explained in BellSouth's earlier filed comments and are elaborated here. Mostly, however, these carriers engage in conclusory, rhetorical bombast, misrepresent the nature and status of the appropriate work effort within both the Southeast LLC and BellSouth, and hurl inflammatory accusations in an unparalleled effort to game the regulatory process against a competitor whose only faults are that it has diligently complied with the Commission's rules and the requirements of the Southeast LLC and has been severely impacted by the utter and absolute failure of a third-party systems vendor.

#### **I. THE PEROT AND LOCKHEED MARTIN DATABASES ARE NOT FUNGIBLE**

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attributable to any carrier. AT&T Comments at 4. MCI apparently does not intend to seek to enter local exchange markets in the relevant future in the Southeastern NPAC Region as evidenced by its decision not to request a waiver of its obligations under Section 52.23(a) of the Commission's rules for either Phase I or Phase II MSA's, notwithstanding the unavailability of the NPAC/SMS.

If WorldCom could not be bothered to provide the Commission the requisite data in support of its own waiver requisite, it should not be heard to criticize the sufficiency of the data provided by BellSouth in support of its extension request. The Commission should give little weight to the opposition Comments of WorldCom. Because MCI will not be seeking to enter local exchange markets in the Southeast NPAC Region (as evidenced by its failure to file for a Waiver of the LNP schedule), it will not be impacted by any delay in the implementation schedule, AT&T Comments at 4, and is hardly in a position to be dictating the terms of LNP implementation in the Southeast Region. The Commission should give no weight to MCI's Comments.

Perot's failure of delivery is complete. Lockheed's projected delivery of an NPAC SMS on May 11 is more than seven months after Perot was to have delivered its NPAC. AT&T characterizes this event as a "late delivery," when in fact there will be no delivery of the Perot Systems NPAC/SMS, but rather a "new delivery" of a different NPAC/SMS provided by a different vendor, Lockheed Martin.<sup>2</sup> The Bureau must not be lulled by AT&T's implication that this is a simple case of late delivery. The Bureau must recognize that this is the complete substitution of a new system by a different vendor. Even if Lockheed Martin and Perot Systems had both built to NANC 1.1, BellSouth would still have to build new code for its AIN Systems because the two different NPAC SMS software developers built to each NANC release differently ultimately for two different hardware and software platforms. The fact that the two NPAC SMS releases are seven releases apart further exacerbates the development problem facing BellSouth.

## **II. BELLSOUTH'S SPECIAL CIRCUMSTANCES ARE UNIQUE FROM AT&T, MCI, WORLDCOM, US WEST, PACIFIC BELL AND GTE**

In opposing BellSouth's Petition, AT&T, MCI and WorldCom analogize their own state operational readiness to BellSouth, and draw inappropriate comparisons between BellSouth, themselves, and incumbent local exchange carriers (ILECs) US WEST, Pacific Bell and GTE. BellSouth has already explained in its earlier filed comments on the LNP Waiver Requests that companies such as AT&T, MCI and WorldCom, which are active in all seven NPAC regions, have contractual relationships with software vendors who in turn had contractual commitments to develop two sets of software: one set for use with the Perot Systems NPAC that was to have been

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<sup>2</sup> AT&T Comments at 4.

delivered by contract to the Number Portability LLCs in the Southeast, West Coast and Western NPAC Regions, and one for set for use with the Lockheed Martin NPAC that was to have been delivered to the LLCs in the Northeast, Mid-Atlantic, Midwest and Southwest NPAC regions. AT&T, MCI and WorldCom already have, because of their involvement in the non-Perot, Lockheed Martin Regions, systems that will be ready for the NPAC SMS database that will now be provided by Lockheed Martin in all regions.

BellSouth, on the other hand, is only active in the Southeast NPAC region. It undertook its own software development effort, geared to the Scope of Work established by Perot Systems pursuant to its contractual commitment to the Southeast LLC. BellSouth had no reason to engage in concurrent development of a separate gateway or separate local service management system database or otherwise deliver operations support systems to interface and support an NPAC SMS database provided by a different vendor in regions in which BellSouth does not provide exchange or exchange access service. Indeed, to have done so not only would have been costly, expensive and meaningless from an engineering standpoint, but would have exposed BellSouth to charges by AT&T, MCI and WorldCom that it was goldplating its network by building unnecessary and redundant systems and seeking to have competitors subsidize this work by sharing the costs of building these systems. Ultimately, such a system would not have interfaced with the Perot NPAC.

As BellSouth explained in its own March 12 comments, other ILECs did not choose to build their own LNP Gateway SMS or operations support system without reliance on third party vendors. In so relying on outside vendors, such as ESI and Bellcore, other ILECs had contractual relationships with vendors to develop software to interface with the Perot Systems

NPAC, as required by the Southeastern, West Coast and Western Region LLCs. These same vendors, ESI and Bellcore, had contractual relationships to develop software to interface with the Lockheed Martin NPAC as required by the other NPAC regions. Thus, these vendors had available for their Perot Systems clients a product that they had already developed for their Lockheed Martin clients. The software developed by these vendors to the NANC 1.1 specification pursuant to the latest Scope of Work (SOW) provided by Perot Systems, and approved by the Perot-region LLCs, is a subset of the “superset” software developed by these vendors to the NANC 1.8 specification pursuant to the SOW provided by Lockheed Martin and approved by the non-Perot region LLCs. As such, US WEST and Pacific Bell are able to work with their vendors to install the superset software which is Lockheed NPAC certified and fully backward compatible to the subset software previously used.

MCI is disingenuous when it claims that BellSouth is seeking to be “rewarded” for an alleged “lack of attention” to the change in NPAC specifications, and that “the vendors developing the interfaces for U S WEST and Pacific Bell both anticipated the change and prepared accordingly.”<sup>3</sup> The fact is that the vendors for other ILECs did not have to “anticipate the change,” rather, these vendors and their Perot Region customers were fortunate because these vendors had already been required, due to separate contractual commitments to their Lockheed Region clients, to develop the superset hardware which could be used as a substitute for their Perot Region Clients. BellSouth, on the other hand, did not rely on any of the vendors used by US WEST or Pacific Bell, but rather developed its LNP Gateway SMS with internal resources pursuant to the SOW provided by Perot and approved by the LLC. Until the LLC actually

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<sup>3</sup> MCI Comments at 6.

terminated its contract with Perot, BellSouth was obligated to proceed full speed ahead with implementing pursuant to the LLC's specifications.

Contrary to MCI's unfair accusations, BellSouth is not at all seeking to be "rewarded;" it is simply asking for a waiver in accordance with rules prescribed by the Commission and for a period of time that is well within the time the Commission determined was reasonable for such waivers and which time was specifically delegated to the Chief of the Common Carrier Bureau. MCI's request that the Commission "penalize" BellSouth for, in effect, diligently proceeding with LNP implementation in the Southeast region pursuant to the Perot Systems SOW, which was approved, adopted, and legally enforceable by the Southeast LLC until February 10, 1998. Such a request is without any basis in fact or law because it calls for the Commission to penalize BellSouth both for the performance failures of a third party vendor approved by MCI and for the BellSouth specific consequences of the decisions of the CLEC majority members of the Perot Regions in (1) approving the contract with Perot Systems in the first instance; and (2) voting to terminate the Perot Systems contract less than six weeks before the Phase 1 implementation deadline.<sup>4</sup>

**A. AT&T AND MCI'S HIGH LEVEL ASSESSMENTS OF THE CHANGES REQUIRED IN THE BELL SOUTH NETWORK AS A RESULT OF THE CHANGE IN NPAC VENDORS IS WRONG**

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<sup>4</sup> BellSouth is not second guessing the LLCs in their decision. The choice, as BellSouth saw it, was between the reliability of the July 1998 NPAC delivery date as promised by Perot, or the May 1998 delivery as promised by Lockheed. While BellSouth would have been able to certify to the Perot NPAC immediately, BellSouth did not have a high degree of confidence, based on Perot's performance history, in the integrity of the projected July date. It was reasonable to select a vendor with a firmer deadline delivery, and build to the new SOW as adopted by the LLC as quickly as possible, to assure the implementation of LNP in the Southeast Region would begin as quickly as was in the control of BellSouth and other companies.

The Chief must keep in mind that the systems at issue in BellSouth's Petition are not peripheral operations support systems. The software that BellSouth has to modify and test analogous to call processing software in a pre-LNP environment. After an elaborate rulemaking proceeding, the Commission has established performance standards of LNP, and the NANC has established technical standards to support those standards of LNP, that require that an LNP query take place on every single call made within the BellSouth network, whether or not those number have been ported. Thus, while BellSouth's competitors denigrate the ILEC's concern with network reliability, the fact remains that the LNP Gateway, local SMS and LNP OSS all have to undergo a significant amount of modification in order to assure that there are no bugs and that call processing under the new specifications functions smoothly.

AT&T has requested that the Commission require that BellSouth fully document the problems that it claims require it to delay Phase I implementation as stated in its petition, and to explain whether those problems are linked directly to Perot's failure to timely provide an NPAC/SMS database.<sup>5</sup> The Commission need not require BellSouth to do these things, as BellSouth has already done so, but BellSouth will amplify on its position here.<sup>6</sup>

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<sup>5</sup> AT&T Comments at 7.

<sup>6</sup> AT&T's other requests to the Commission are easily disposed of. AT&T asks the Commission to require BellSouth to establish an aggressive action plan to correct "any deficiencies" in its LNP implementation. AT&T Comments at 7. There are no deficiencies in BellSouth's LNP implementation, BellSouth would have implemented LNP in a timely fashion in the Phase I and Phase II, indeed, all MSAs in the Southeast Region, had Perot delivered an NPAC/SMS according to the LLC's requests. BellSouth has established an aggressive action plan to develop its systems to the new NPAC/SMS, and has described that plan in its Petition. Finally, AT&T asks that the Commission file weekly, publicly available reports documenting the status of its LNP deployment until it returns to the Commission's schedule. Because AT&T is a member of the Southeast LLC, as is MCI and WorldCom, these carriers will receive regular briefings on the status of BellSouth's incremental work efforts through established (Continued...)

BellSouth attached to its Petition a list of milestones describing the work that needs to be done. As of the date of this Reply, BellSouth has completed the first milestone, creation of an interoperability test system, and is 30-35% complete on its second major milestone, interoperability testing with DSET via dial-up facilities. In the meantime, BellSouth must undertake the following: Complete AIN SMS Requirements; AIN SMS Software Architecture Design; LNP Gateway Interoperability Testing; LNP Gateway Network Data Testing; AIN SMS Software Coding; LNP Gateway Subscription Version Testing Single SP; AIN SMS Unit Testing; LNP Gateway Subscription Version Testing Multiple SP; AIN SMS System Testing; AIN SMS Laboratory Network Integration Testing, LNP Gateway Disaster Recovery Testing; LNP Gateway Production System Regression Testing; LNP Gateway Database Clean-up for Industry Testing; Final Certification with the Lockheed impact NPAC and Industry End-to-End Testing. A chart setting forth these functions in a timeline is attached hereto as Exhibit A.

**B. BELLSOUTH SHOULD NOT BE PENALIZED FOR COMPLYING WITH THE REQUIREMENTS OF THE SOUTHEAST LLC**

MCI claims that BellSouth has had “approximately three months to accommodate the switch to Lockheed Martin”, even though it is a matter of record in this proceeding that Lockheed Martin has been the LNPA for the Southeastern Region only since February 10, 1998, just over one month ago. Similarly, AT&T states that BellSouth “implies” that it “first learned” of the software development gap on February 20, and characterizes BellSouth’s Petition as based

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implementation meeting and reporting procedures. These efforts are in turn monitored by the NANC’s LNP Working Group, and monthly reports are made to the full NANC, with FCC Network Service Division attorneys in attendance. Thus, there is ample opportunity within existing processes to secure the guarantees of diligence that AT&T appears to be seeking through a separate reporting requirement.

on a claim that BellSouth did not know that Lockheed Martin was building an NPAC SMS to NANC 1.8 when the rest of the world knew.<sup>7</sup> Whatever specification Lockheed Martin was building to was irrelevant to BellSouth until February 10, 1998, the date the Southeast LLC terminated Perot Systems and BellSouth's legal commitment to develop to Perot's NANC 1.1 SOW. Both MCI and AT&T suggest that BellSouth should have foreseen that the LLC which had selected Perot Systems over BellSouth's objection would ultimately, terminate the contract and revise the SOW; that BellSouth, acting on this hunch, would therefore build to a standard that was not being used in the Southeast NPAC Region was out of compliance with the current Perot/Southeast LLC SOW. Or perhaps these IXC's are arguing that BellSouth should have developed two separate interfaces, one to be used as required by the existing SOW, and one to be used in case the SOW changed.

Such a duty of foreseeability cannot, as a legal or practical matter, be imposed on BellSouth. While the Southeast LLC may have voted to begin preliminary discussions with Lockheed Martin on December 18th, the date MCI implies BellSouth should have begun changing its systems, the first official contact between Lockheed and the LLC actually came on December 30, 1997. This involved a conference call where Lockheed committed to delivering a project plan whereby service providers could understand the effects on the LNP implementation timeline. This timeline was delivered mid-January and not discussed with Lockheed until January 20, 1998. The timeline was very high level, made broad assumptions on what a new carrier never before Lockheed Martin tested would be required to do to prepare for testing (i.e., what software version is necessary), and in fact quoted a March NPAC "live" date. In reality, an

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<sup>7</sup> AT&T Comments at 8-9.



actual project plan outlining what actually would be necessary was not delivered to the affected service providers until mid-February 1998.

Although there was general concern within the Southeast LLC that Perot Systems may not be able to deliver its NPAC SMS as promised, several LLC meetings were required before the LLC was able to determine that Lockheed would be a more reliable vendor. There was never any clear direction within the LLC that Perot would be terminated at any of the earlier dates referred to by MCI. Meanwhile, all companies within the LLC continued to work with Perot in the testing scenario. BellSouth's testing and design efforts continued with the Perot Systems plan of record, as required by the LLC.

It was, in fact, only after the following meetings were held that BellSouth or any other company could understand the full extent of the implications of a transition to Lockheed:

1. January 8, 1998 - A cross-regional LLC meeting held with Perot Systems and Nortel. Purpose of the meeting was for Perot vendor to outline a plan to commit to a delivery date of July 6, 1998 and convince the business leaders of the LLCs that this date was valid.
2. January 15-16, 1998 - An NPAC System Architecture review held between the service provider and Nortel/Perot. Purpose of the meeting was to review first hand the state of the design and development being conducted by the vendor.
3. January 20, 1998 - A cross-LLC meeting held to discuss the January 8 and January 15-16 results. The service providers were able to discuss together with Lockheed their high level project plan. There were questions about the stated delivery of an NPAC in March. Did not seem realistic. No vote taken to terminate Perot. Two meetings were planned January 29-30, a technical review with Lockheed and February 5-7 negotiations with Lockheed Martin.
4. January 29-30, 1998 - First service provider to Lockheed Martin meeting from a technical review perspective. No Lockheed Martin documents shared prior to this deadline because no disclosure agreements were required.
5. February 5-7, 1998 - Negotiations with Lockheed Martin and three LLCs were held. This was a subset of the LLCs as a negotiation team and had no authority to accept Lockheed Martin. A full vote of all three LLCs were necessary.

6. February 9, 1998 - A full readout to all three LLCs was held to outline the results of the negotiations.
7. February 9, 1998 - The Southeast LLC voted to terminate Perot and accept Lockheed Martin.
8. February 10, 1998 - Perot was notified.
9. February 11, 1998 - Lockheed Martin notified.
10. February 13, 1998 - Lockheed Martin and SE NPAC LLC contract signed.

The foregoing chronology demonstrates that, contrary to the comments in opposition, BellSouth neither knew nor should have known whether the LLC would move to Lockheed Martin until February 9, 1998. Moreover, official confirmation that Lockheed Martin accepted the LLC proposal was not received until February 13, 1998. The earliest that BST was aware of the general scope of the software impacts would have been January 29 and 30, 1998 in the architectural review. That BellSouth informed the other LLC members of these impacts is fully reflected in the record in this case.

MCI overstates the significance of BellSouth's participation in LLC and North American Numbering Council (NANC) working groups with respect to anticipating and planning for a possible change in vendors and a resulting difference in NPAC interface specifications. Participation in the NANC Technical and Operations (T&O) meetings only allows a service provider to be aware of the candidates for changes to the NANC requirements. This is because the role of the NANC T&O is to develop requirements and recommend to the LLCs what should be changed. The LLCs must request the vendor to submit a statement of work with these changes and the LLCs must then approve the complete list of requirements or some subset and then coordinate with the vendor and service providers to schedule these changes. Prior to the

transition discussions stated above, BellSouth was not privy to what requirements were being designed between service providers in the Lockheed Martin areas. This is considered confidential information pursuant to the contracts between these companies.

Further, there had never been any similar delivery of statement of work from Perot Systems because of their continued unstable environment. MCI states that BellSouth should have already designed to NPA Splits and Port to original. In fact, these were not in the original Perot SOW as approved by the Southeast LLC but were planned as releases at some future date yet to be determined or approved by the Southeast LLC. This is the case with all other differences between NANC 1.1 (i.e., Perot Systems) and NANC 1.8 (i.e., Lockheed Martin).

BellSouth was unique in this overall process because of its internal design of its LSMS and SOA within the southeast and consequently interface with only Perot Systems. The other Perot Systems ILECs had the benefit of subcontracting these systems to vendors who were designing to Lockheed Martin for customers in these areas as well as designing for the Perot software set.

For the same reasons, AT&T's entire argument that BellSouth knew or should have known well in advance of February 1998 about the systems changes that supports BellSouth's waiver request is wrong and entirely misplaced.<sup>8</sup> The record in this proceeding is that the Southeast LLC did not vote to terminate Perot Systems and substitute Lockheed until February 10, 1998. Until that time, all carriers in the region had to build their systems to interoperate with Perot's deliverable, not Lockheed's. In the second place, the NANC Interoperable Interface

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<sup>8</sup> AT&T Comments at 8-10.

Specification (NANC IIS) enshrined in the Commission's Second Report and Order Relates to NANC 1.0, not NANC 1.1 or NANC 1.8. In any event, no carrier can build ahead of their regional NPAC SMS vendor to a "higher" NANC IIS standard. Carriers, in fact, build to interface with the NPAC SMS vendor's actual interface, not to the interface of a different NPAC SMS vendor in a different region in which the carrier is not even providing local exchange service.

Contrary to AT&T's representation, BellSouth was prepared to provide LNP in the Southeast Region by the implementation deadline had the Perot NPAC SMS been available. The fact that Perot was at a developmental point well behind Lockheed does not change the fact that AT&T, MCI and WorldCom, as members of the Southeast LLC, established the Perot interface as the interface that BellSouth and all other carriers were legally required to build to. There is no requirement that any particular version NANC IIS be implemented by any NPAC SMS vendor by any particular Phase implementation dated. If BellSouth had developed to Lockheed Martin's interface, and Perot had provided an NPAC SMS database, there would have been no interoperability and BellSouth would not have been able to implement LNP on a timely manner.<sup>9</sup>

### **III. THE BUREAU MUST PERMIT REASONABLE PHASED IMPLEMENTATION**

Finally, it is outrageous for AT&T and MCI, who have been active and testing in non-Perot regions, to suggest that ILECs with millions of customers and hundreds of switches be

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<sup>9</sup> For the foregoing reasons, the Commission must reject AT&T's attempts to manipulate pricing for interim methods during the life of any waiver granted BellSouth. As AT&T concedes at footnote 23, such recommendations should not apply to any ILEC who obtains a waiver based solely on Perot's failure to provide the NPAC SMS database. BellSouth has demonstrated that it would not be undergoing its current development efforts to interface with the Lockheed NPAC SMS had Perot timely delivered the database.

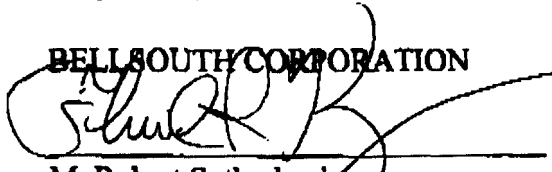
required to convert millions of customers in the largest MSAs in each region in only two weeks. The Commission previously determined that phased approach allowing a minimum of three months for each Phase was necessary to ensure orderly deployment. ILECs in Perot Regions should not be penalized for Perot's failure to deliver by essentially flashcutting cities the size of Atlanta, Miami and Nashville.

### CONCLUSION

BellSouth failed at nothing. It is not seeking any advantage as a result of the failure of Perot Systems and would have preferred to have implemented LNP according to the Commission's original schedule after undergoing such an intensive internal preparation. BellSouth is only seeking a limited waiver and extension pursuant to Commission rules and within the scope of Commission delegated authority to assure the orderly implementation of LNP within the Southeast NPAC Region, as it has an absolute right to do. The Commission should carefully consider the evidence set forth in BellSouth's Petition, Comments, and this Reply, and refuse the requests of the IXCs to effectively penalize BellSouth for its diligence and the failure of Perot Systems to provide an NPAC SMS database.

Respectfully submitted,

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Date: March 12, 1998

EXHIBIT A

AIN SMS Compliance Analysis Complete (Perot 1.1 to Lockheed 1.8)	3/15
AIN SMS Requirements	4/15
AIN SMS Software Architecture Design	4/21
LNP Gateway Interoperability Testing	5/11
LNP G/W Network Data Testing	6/2
AIN SMS Software Coding	6/15
LNP G/W Subscription Version Testing Single SP	6/19
AIN SMS Unit Testing	7/1
LNP G/W Subscription Version Testing Multiple SP	7/17
AIN SMS System Testing	7/21
AIN SMS Laboratory Network Integration Testing	8/1
LNPG/W Disaster Recovery Testing	8/7
LNP G/W Production System Regression Testing	8/17
LNP G/W Database Clean-up for Industry Testing	8/26
Final certification with NPAC and Start Industry End-to-End Testing	9/1
Live LNP Porting Atlanta MSA	10/1

► **LNP Gateway and AIN SMS Major Milestones**

### **CERTIFICATE OF SERVICE**

I do hereby certify that I have this 17th day of March, 1998, served all parties to this action with a copy of the foregoing **REPLY** by placing a true and correct copy of same in the United States Mail, postage prepaid, addressed to the parties listed on the attached distribution list.

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